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Current Topics.

The Scottish Law Officers.

IT IS only a few weeks ago since we noticed the appointment of new law officers for Scotland consequent on the promotion of the former Lord Advocate—Mr. WILLIAM WATSON—to a Lordship of Appeal in Ordinary. By the recent turn of the political wheel those then appointed have enjoyed an unusually brief tenure of the sweets and toils of office, and have now to give place to a new Lord Advocate and Solicitor-General in sympathy with the views of the Labour Government. Mr. CRAIGIE AITCHISON, K.C., who made his name familiar beyond the confines of Scotland by his brilliant speech on behalf of OSCAR SLATER in the Scottish Court of Criminal Appeal, has been given the office of Lord Advocate, while Mr. JOHN C. WATSON, K.C., has been made Solicitor-General. Both have enjoyed large practices, and both will, no doubt, efficiently carry out the new duties that their respective offices entail. Neither is at present a member of the House of Commons, and although it is desirable and usual that at all events the Lord Advocate should have a seat in the House, the absolute necessity for this is not so pressing as in the days before Scotland had a Secretaryship of State all to herself. In those days the whole burden of Scottish affairs fell upon the shoulders of the Lord Advocate. Indeed, one of the holders of the office—CHARLES HOPE—once declared in Parliament that since the union the administrative duties of the Lord Chancellor of Scotland, the Lord Privy Seal, the Lord Justice-General, and a number of other officials, all fell upon him, a somewhat exuberant speech which prompted a witty writer of the day to record that there had arrived in Edinburgh "the Lord High Chancellor of Scotland, the Lord Justice-General, the Lord Privy Seal, the Privy Council, and the Lord Advocate, all in one post-chaise containing only a single person!" None of HOPE's successors ever indulged in the like dithyrambic exaltation of the office; all of them did their work quietly and unostentatiously, winning on one occasion the following striking testimonial from no less a critic than DISRAELI: "I must," he declared, "say that my experience leads me to this conviction, that of all public offices none has been sustained during the last twenty years with such continuous ability as the office of Lord Advocate of Scotland."

The Mayor's and City of London Court.

BY THE death of Judge ATHERLEY-JONES an interesting and picturesque personality passes from the legal scene. While it cannot be said that he was a great lawyer or a great judge, he was of a kindly disposition and so endeared himself to all with whom he came in contact. Several legal works came from his pen, but law did not monopolise his interest as a writer, his literary activities finding an outlet also in various works of fiction. His appointment in 1914 was as judge of the City of London Court, which was then a distinct tribunal from the Mayor's Court. In 1920, however, by the Mayor's and City of London Court Act of that year (10 & 11 Geo. 5, c. cxxxiv), the two courts were amalgamated to form one court of civil jurisdiction for the City of London, the new court being invested with all the powers and jurisdiction of both the former courts. By s. 2 of the Act the judges of the court are the Recorder, the Common Serjeant, the Assistant Judge of the Mayor's Court, "and one additional judge, or, if it appears to the Lord Chancellor necessary, two additional judges appointed by the Lord Chancellor." The vacancy created by the death of Judge ATHERLEY-JONES thus falls to be filled by Sir JOHN SANKEY, as Lord Chancellor, and will probably be the first exercise of his judge-making powers. In a great commercial city like London it is only fitting that the judge of one of its busiest courts should be a person who is well versed in mercantile law. There are, at the present time, many members of the Bar who possess this qualification, so that there should be no lack of suitable aspirants for the post.

No Arranged Divorces.

IN A CASE recently before the Divorce Court, where the preliminary conversations between the spouses were revealed, as one may suppose, rather more fully than in some others, Lord MERRIVALE is reported to have observed, "Divorce by pre-conceived arrangement is impossible under English law. Divorce by consent is almost impossible. It is quite plain that this was a pre-concerted arrangement." The distinction between the impossible pre-conceived arrangement and almost impossible consent might, perhaps, have been elaborated more fully, but his lordship no doubt correctly set forth the theory of English law. That being so, however, it seems unfortunate that, not only is there a very prevalent opinion among the public that the exact opposite is the case in practice, but that various successful petitioners have actually boasted that they have arranged for divorce with their spouses. And, further, some of them have even boasted of successful conspiracy to deceive the court, spending a few hours of night in an hotel bedroom with a woman unknown, in order that the judge might infer the moral offence essential for divorce, but which did not actually take place. Indeed, one successful play was based on the thesis that respectable middle-aged women will arrange for a consideration to play the part of enchantress in a conventional hotel bill divorce drama. Certainly, the unknown woman is so completely out of the ken of the court in the ordinary case that she might be the petitioner's grandmother, if of sufficiently youthful appearance for the part—and modern grandmothers specialise in youthfulness. "You can smell collusion," said Mr. Justice BARGRAVE DEANE, in his evidence to the Royal Commission on Divorce. The smell, however, is not evidence. And if an unquestioned lady comes to a respectable solicitor, with the hotel bill in her hand, and assures him that no one is more surprised and distressed than herself at the contretemps, what else can he suppose than that she speaks the truth, the whole truth, and

nothing but the truth, and would not for worlds deceive the august Court which she invokes to right her grievous wrong?

King's Proctor's Dilemma.

Of late years there has been an ever increasing number of what are known in the Divorce Court as "discretion" cases, in which a petitioner for dissolution of marriage prays the court to forgive his or her own matrimonial lapse. These cases constitute a considerable portion of the so-called defended lists, and the unfettered discretion conferred by statute upon the Divorce Court has resulted, especially since the war, in divorce judges tempering mercy with justice in unbounded measure. But there is a particular aspect of this exercise of judicial discretion which is giving the King's Proctor's department much food for thought. It often happens, especially in these days of divorce on assize where many of the King's Bench judges have not been trained in the pitfalls and peculiarities of the matrimonial jurisdiction, that a petitioner, either through ignorance of the requirements of the law or of deliberate intent, fails to disclose his or her own lapse, and secures a decree *nisi*, without the court's being placed in possession of such a material fact. The King's Proctor's suspicions are aroused, either by kind friends or other means, and after a careful and expensive inquiry he discovers the facts, and enters a plea to show cause why the decree should be rescinded. The petitioner admits his fault and his reticence, and asks the court, notwithstanding, to exercise its discretion. In a good many cases recently the court has exercised its discretion in this way, letting the decree stand, but condemning the petitioner in the costs of the King's Proctor. Often, however, the petitioner has sued as a poor person, or is so poor that these costs cannot be recovered, and this term at least two of the divorce judges have called a halt to this procedure by rescinding the decree *nisi*. As regards the general principles of the exercise of the judicial discretion, the President, Lord Merrivale, in a recent case in which both spouses had lived each with another person in a *quasi*-conjugal manner for a number of years, adjourned the petition and called upon the King's Proctor to present his view of the matter. When this case comes up again for argument there can be little doubt that an attempt will be made to lay down some more definite limits for the exercise of the court's discretion than exist at present.

Proctors in Convocation.

Those of our readers who are concerned with matters ecclesiastical will doubtless be aware that the present (the second) Church Assembly will shortly come to an end, the quinquennial period for which members of the House of Laity are elected expiring at or about Easter, 1930. It is interesting to compare the constitution of the Church Assembly with that of the Imperial Parliament. The Church really possesses two Parliaments of its own—Convocation and the Assembly. Convocation is at least as ancient as Parliament. Stubbs (Const. Hist. I, 375), referring to the assembly of bishops, abbots and nobles which met on the 1st of August, 1107, at Henry I's palace to settle the long drawn-out quarrel between the King and Archbishop Anselm says that it—

> "must have been a very large gathering, and here and during the other councils of this reign, we may observe a peculiar mark of our ecclesiastical history, the King holding his Council at Westminster, while the archbishop holds his at the same city, a precedent for the coincident summoning of Parliament and Convocation in later days."

The precedent is followed still. When Parliament is dissolved by Order in Council, Convocation also is dissolved. When the King summons a new Parliament, a new Convocation also is summoned—not, however, in the peremptory form of Royal Command, but by a very respectfully-worded Royal Letter of Request to each Archbishop. The Church has never abandoned or lost her ancient right to meet in Convocation; and the Enabling Act of 1919, by which the Church Assembly was set up, in no way detracted from that ancient right.

The Church Assembly.

The Church Assembly consists of three "Houses"—of Bishops, of Clergy, and of Laity. The first named consists of the whole body of diocesans with the Archbishops of the two Provinces. The House of Clergy consists of the two "Lower" Houses of Convocation: and the House of Laity consists of lay representatives from each diocese elected every five years. A curious position therefore exists at this present moment. The present Church Assembly began its course in 1925—just after the 1924 General Election—so that its House of Clergy was elected just about the same time as its House of Laity. Another General Election having intervened before the time for the quinquennial election of the House of Laity (which is due next Easter) the Proctors now being elected to the Convocations will sit as the House of Clergy in the Church Assembly until the present Parliament is dissolved, when they too will dissolve with their respective Convocations. Thus the Church Assembly never knows when the personnel of its House of Clergy may be changed. The House of Bishops, of course, goes on automatically—no election thereto being held, as each diocesan bishop is entitled to his seat there. The effect of this sudden change in the personnel of one of the Houses may be momentous; but inasmuch as the Enabling Act provides that the House of Clergy shall continue to act until its successors have been elected to the new Convocations, the same "general atmosphere" continues to exist *pro tem.*, since the Proctors in the now dissolved Convocations continue to sit until the new Proctors have been elected (during the first week in July).

Luncheon Intervals.

Under the heading of "Counsel's criticism of an inspector" and "Counsel's lunch" in certain daily newspapers attention has been drawn to an incident which occurred at a Ministry of Health Inquiry at Great Bookham last Wednesday. It appears that the Inspector officiating, upon the time usually set apart for luncheon arriving, intimated that he was not going to adjourn. The reports, unfortunately, are unable to enlighten us as to whether the Inspector had breakfasted unusually well or was proposing to picnic as proceedings continued. It appears clear, however, that counsel engaged, unaccustomed to this somewhat arbitrary treatment, protested in a highly practical manner by ordering refreshments to be brought in to be consumed *in situ*. Whatever the Inspector's reasons were for his dispensing with the recognised interval, such a decision is, to say the least of it, unusual, unless made with the consent of those engaged or interested in the matter then before him. Judges have not infrequently been known to sacrifice some or all of the lunch interval, to sit early or late, on non-court days and in vacations, at no inconsiderable inconvenience to themselves, for the benefit of parties, witnesses and even counsel; but one seldom hears of any reciprocal sacrifice being asked in return, still less being insisted upon. A luncheon interval is recognised as being necessary in almost all the civilised countries of the world, and, indeed, in many parts of this country is in fact the hour of the principal meal of the day. The modest half-hour usually allotted for that purpose by our tribunals of a judicial or similar nature is not excessive, and its sudden withdrawal might conceivably result in injury to the health of some and would certainly rob most lawyers of that break which enables them to resume with a renewed mental and physical vigour which would be otherwise impossible. It is to be hoped that the reason for the Inspector's decision was nothing more than an acute attack of dyspepsia, otherwise it appears not unlikely that at any future Inquiries over which he presides luncheon-baskets will accompany counsel's briefs.

Written and Unwritten Law.

The test case heard by the Hendon magistrates on the 6th June which affirmed the undoubted right of a prospective taxi-cab "fare" to select a cab from the stand instead of

accepting the first in the rank is of some public interest. The obvious antiquity of the first vehicle, or perhaps the equally obvious unsteadiness of its driver, may suggest a wise alternative selection and justify the attempt to assert a legal right, but in the absence of such disqualifications commonsense and common decency sufficiently indicate and recommend the claims of the driver of the first cab in the rank. By the drivers' own arrangement he is entitled to priority, having waited the longest. The offending driver in the case in question, who was second on the stand, was ordered to pay four shillings costs for refusing to be hired. Compulsion to accept passengers is stipulated by 1 & 2 Will, 4, c. 22, which by s. 35 provides that: " . . . the driver of every such hackney carriage which shall not be actually hired shall be obliged and compellable to go with any person desirous of hiring such hackney carriage . . ." Failure so to go renders him liable to a penalty of 40s. The decision in *Case* v. *Storey*, 13 Sol. J., 1003; (1868), L.R. 4 Ex. 319, laid down that a hackney carriage waiting in a railway station by arrangement with the railway company for passengers from the trains was not plying for hire within any street or place within the meaning of s. 35, *supra*, and was not, therefore, liable to a penalty for refusing to be hired by a person who was not a passenger by train, but who had entered the station to obtain a cab. In *Ex parte Kippins* [1897] 1 Q.B. 1, however, a railway station, although private property, was held to be a " place " within the meaning of s. 17 of the London Hackney Carriage Act, 1853, which enacted that: " Every driver of a hackney carriage who shall refuse to drive such carriage to any place within the limits of this Act, not exceeding six miles, to which he shall be required to drive any person . . .," shall be liable to a penalty. In that case the driver went from Chalk Farm to Euston Station, but refused to go inside the station. He was convicted by the magistrate, and the conviction was upheld, Mr. Justice Wright saying that in his opinion the plain meaning of the language was that the driver might be required to drive to any place to which he could lawfully obtain access. In passing it may be noted that a fare is recoverable only as a civil debt in the manner in which such debts are recoverable in a court of summary jurisdiction under s. 35 of the Summary Jurisdiction Act, 1879; and the justice before whom the money is sought to be recovered has no power to order the defaulter to be imprisoned.

Frost Damage to Potatoes.

The question of liability for the above was considered in the recent case of *Loynes* v. *William Holmes (Birmingham) Limited* at Birmingham County Court. The plaintiff claimed £21 5s. as damages for negligence with regard to five tons of King Edwards and five tons of Majestics, a total of 200 bags, sent to the defendants for sale on commission on the 5th February last. Between the 9th and 21st February the defendants withdrew 120 bags from the railway depot to their market stall, but only 15 bags were sold, the remainder being damaged by frost and subsequently destroyed. On the other hand, most of those left at the railway depot survived, and sixty-five bags were sold in March, the plaintiff's case being that those at the market might also have been saved by proper precautions, e.g., a covering of straw. The case for the defendants was that they had taken all reasonable precautions, in common with the other merchants in the same market, and that the abnormal frost had caused a loss of 1,000 tons of potatoes in that locality. The potatoes had been covered with sacks and surrounded by boxes of fruit to protect them from frost, and it was never customary to have straw in the market, as the corporation would probably prohibit its use. His Honour Judge Rugg, K.C., observed that his own method was to cover potatoes with straw in a stable, and that exceptional weather conditions called for exceptional precautions. Judgment was accordingly given for the plaintiff for the amount claimed with costs.

Criminal Law and Police Court Practice.

The Validity of Limited Trade Licences.—In the recent case of *Worcestershire County Council* v. *Cooke*, at Worcester, the defendant was summoned for making an illegal use of a limited trade licence, contrary to the Road Vehicles (Registration and Licensing) Regulations, 1924, Pt. II. The case for the taxation department was that the defendant had used a car in circumstances requiring a general trade licence issued for £25, whereas he was only the holder of a limited trade licence obtainable for £5. The defendant's explanation to a police sergeant was that he kept a garage, and was merely bringing the car back from the Shelsley Walsh Hill Climb on the instructions of the owner. The complainants submitted, however, that it must also be shown that testing was the sole purpose for which the car was being used. The defendant's case was that under the above regulations, cl. 30, Art. B (iii), he was entitled to use a limited trade licence for test or trial for the benefit of a prospective purchaser, or for returning after such test or trial. His evidence was that the lady owner had entered the car in the hill climb competition, in which it had been driven by the prospective purchaser, and the latter confirmed the statement and denied (*a*) that he had entered for a prize, as he would have been in a strange car on a strange course, and competing against experts; or (*b*) that he could have tested a racing car on the roads, as the result would be a charge of dangerous driving. The Bench considered that the defendant was entitled to attach a limited trade number plate, and that no offence had been committed.

Evidence of Identification.—In the course of a case at Marlborough Street Police Court last week, when the identification of a prisoner (subsequently discharged) was being discussed, the learned magistrate observed that his own view was that although the fact that a person was picked out at an identification parade was of some importance, he did not attach great weight to it, whereas the fact that witnesses failed to identify him was very much in favour of the defence.

The fact that a negative result should be of more evidential value than a positive may seem a little startling at first, but the principle is absolutely sound. Picture an identification parade. The probability is that each witness, in spite of any caution that may have been given by the police in the interests of the accused, approaches the line of men or women with the idea that the culprit is present, not simply that he may or may not be there. The natural tendency, in that frame of mind, is to pick out someone, and therefore the witness will pick out the person who most nearly resembles the person the witness has in memory. Once a witness has identified a person he is only too prone to strengthen his own belief the more it is put to the test; and inasmuch as any mistake arises from an honest motive, it is extremely difficult to shake the witness or put him to confusion.

If this view of the matter be correct, it seems clear that the learned magistrate is right in giving great weight to a failure to identify. A witness expects to find the man or woman he is looking for. He fails. It looks therefore as though no one much like the person sought is present at the identification parade, and the defence is entitled to make the most of the fact.

Identification parades are nowadays conducted under conditions involving many safeguards to the accused. It must be something like thirty years ago that the story was told of an ingenuous young lady who, recounting her adventures when she attended a prison to see if she could identify a suspect, said: " And then they made a lot of men walk past a little window where I was, to see if I could pick out the man. I should never have recognised him if a man standing by me hadn't said, ' That's him ! ' Wasn't it kind of him ? "

Ecclesiastical Dilapidations.

MANY solicitors in different parts of the country have recently been asked by clients to advise as to liability to repair the chancels of ancient parish churches. This particular form of activity has sprung out of the passing of the Ecclesiastical Dilapidations Measure, 1923—one of the earliest of the new series of statutes passed by the Church Assembly, and now appearing as an *addendum* to the Statutes of the Realm under the title of "Measures." This particular Measure of 1923 places the general responsibility for dealing with ecclesiastical dilapidations upon the new Parochial Church Councils which took over the old responsibilities resting upon the shoulders of churchwardens.

No sooner had that Measure been passed into law than the Archdeacons in every diocese in making their annual visitations for the purpose of inspecting ecclesiastical buildings began to take occasion to talk to the Parochial Church Councils about their new responsibilities. This led to a series of rather alarming discoveries when surveyors were called in to inspect churches. Many old chancels were found to be in a bad state of repair: and these chancels were repairable by the rectors—but whilst the clerical rectors had been relieved of their responsibility in the matter, the lay rectors were left with the liability, and a systematic rounding-up of lay rectors began. Now the responsibility of a lay rector or "impropriator," as he is termed, attaches by common law to the land out of which it arises, and, as long as any one of the holders of an impropriation which has been split up can be traced, he may be made liable for the whole cost of repairing the chancel of the parish church to which his land appertained. This is a broad general statement of the position, subject, of course, to incidental variation: and it has given rise to no little anxiety and loss on the part of the unfortunates who have been traced and made to pay up. Moreover, there are likely to be a good many more cases in which unsuspecting purchasers of agricultural land will find themselves called upon to do the same thing.

With a view to providing our readers with some assistance in getting at the legal position in this somewhat obscure matter, we have been at some pains to unearth the full history of a very interesting unreported case on this topic, which was mentioned before Mr. Justice SHEARMAN on 13th January, 1928—*vide* SOL. J. of 4th February, 1928, at p. 73 (*Horn* v. *Andrews and others*). The story of this case began in 1907, when the nominal plaintiff in the proceedings (Mr. HORN), a tradesman in Bourne (Lincolnshire), purchased a portion of land in the parish—another small portion being purchased by one BAXTER. The land was purchased upon a root of title based upon an indenture of mortgage, dated somewhere about 1870, and there was no disclosure of any document or other information which might lead the purchaser to suppose that the land was subject to any such charge as was afterwards put forward. (No suggestion, however, of fraud or other irregularity was made in the subsequent action.) Much to the astonishment of the purchasers, in 1926 they were called upon to provide a sum of £600 for the repair of the chancel of the ancient Abbey Church of Bourne—that being the required amount as estimated by the official surveyors advising the Parochial Church Council of Bourne. The plaintiff, acting on legal advice, at once disclaimed liability, alleging that apart from the question whether the land he had bought did or did not form part of the original impropriation as was alleged, he had never by himself or his predecessors in title been called upon to do such repairs, but that the cost of these had always been met out of funds provided by the churchwardens according to ancient custom.

Proceedings were then commenced by the nominal defendants as churchwardens, on behalf of the Parochial Church Council, in the Consistory Court of Lincoln, and a citation was issued calling upon the plaintiff to show cause why he should not be "admonished" for his neglect to repair the abbey chancel. Upon this the plaintiff moved for and obtained a rule *nisi* in the Divisional Court, calling upon the Chancellor of the diocese of Lincoln to show cause why a writ of prohibition should not issue forbidding him from proceeding on this citation. Upon the return day AUBREY LAWRENCE, K.C., showing cause, contended that the proceedings were merely dilatory, that there was no defence to the claim, and that the Consistory Court was the proper tribunal to deal with the matter. MARSHALL FREEMAN, in support of the rule, referred to the case of *Bishop of Ely* v. *Gibbons* (1833), 4 Hagg., as being the leading reported case of this kind, in which it was held that prohibition would issue immediately upon the issue of custom being raised. The Court (Lord HEWART, L.C.J., AVORY and SHEARMAN, JJ.), adopting this view, made an order staying all proceedings in the Consistory Court pending trial of the issue of custom by judge and jury at Lincoln Assizes. The case came on for trial accordingly at Lincoln Summer Assizes in 1927, where SHEARMAN, J., was presiding. After a lengthy hearing, however, it was adjourned, part heard, until the next assizes. The hearing was not, however, completed—the parties agreeing to a friendly compromise, as stated in the note referred to in our issue of 4th February, 1928.

Landlord and Tenant Act, 1927.

EXTENSION OF TIME FOR SERVICE OF NOTICE OF CLAIM FOR NEW LEASE.

ON Friday, the 10th May last, before His Honour Judge DOWDALL, K.C., at the Liverpool County Court, an interesting point affecting tenancies of business premises came before the court under the Landlord and Tenant Act, 1927, and as the decision his honour arrived at was contrary to the decision of Judge HIGGINS at Exeter, in the case of *Macfisheries and Edwards*, reported in our issue of 8th June, we are glad to be able to give a full report of it. The Donegal Tweed Co. Limited and Messrs. Manuel Swift and Isaac Swift had taken proceedings against their landlords, the Stephensons Trustees, asking for a renewal of their lease of a shop in Lord-street, Liverpool, which fell in in next August, on the ground that compensation under the provisions of the Act would not compensate them for the loss of goodwill they would suffer if they were to move and carry on business in other premises, and, in lieu of claiming such compensation, they asked the court for a renewal of their tenancy. The application was rather urgent as the property in question, with other properties comprising Stephenson Chambers and Commerce Chambers, Lord-street, was to be offered for public auction on the following Tuesday, the 14th May. The application in question came before the court as a preliminary point before going into the merits of the case as a whole. The critical point was, that although the notice of claim had been given in time, the applicants had failed to institute their proceedings within the time prescribed by s. 5 of the Landlord and Tenant Act, 1927, which provides the application should be made to the tribunal not less than nine months before the termination of the tenancy. To get over this difficulty, the applicants asked the court to extend the time for making their application so as to put their proceedings in order, as the defendants, the Stephensons Trustees had filed their defence, taking their preliminary point that the proceedings were out of time.

Mr. MAXWELL FYFE appeared on behalf of the applicants the Donegal Tweed Company and the Messrs. Swift (instructed by Messrs. Layton & Co.), and Mr. HOWARD JONES (instructed by Messrs. Cooke, Patterson & Co.), appeared for the defendants, the Stephensons Trustees.

After hearing the opening of Mr. HOWARD JONES explaining the exact nature of the proceedings, and that the defendants had already gone to considerable expense in advertising the sale of their valuable properties, the printing and advertising amounting to some hundreds of pounds, and after hearing the

preliminary point argued by Mr. MAXWELL FYFE who claimed that s. 22 and the rules of court made under provisions of s. 21, and particularly r. 14, gave the tribunal power to extend the time for making the application. He commented upon the language of s. 22 defining the right to extend time, and also the language of r. 14 which appear to conflict. Judge DOWDALL held (without troubling Mr. HOWARD JONES to argue) that it appeared that the plaintiffs' application for a new tenancy was made in the action after the time provided by s. 5, sub-s. (2) of the Landlord and Tenant Act, 1927, and that the court had no jurisdiction to extend the time provided by the said section, or to entertain the plaintiffs' application for a new tenancy, and he dismissed the action and ordered the plaintiffs to pay to the defendants their costs of the action.

In giving his judgment his honour said: By s. 5 (2) of the Landlord and Tenant Act, 1927 "the tribunal on application being made . . . by the tenant not less than nine months before the termination of the tenancy . . . may . . . order the grant of a new tenancy." I understand from this that the nine months' notice is a condition of the right to apply and of the jurisdiction of the court.

Section 21 deals with "Provisions as to tribunal," that is to say, the County Court, the High Court, the Reference Committee, the referees, and so forth, and sub-s. (5) provides, that "rules may be made for regulating proceedings under this section." Rule 14 of the rules, made in pursuance of the power so conferred and headed "Procedure," relates to "Applications" and provides that (1) Any party may apply for directions, and (3) the registrar may report to the judge "in relation to any such application," and the judge may thereupon give such directions as may be necessary "including an order for the extension of any time limited for the doing of any act or thing provided for by the Act or this Order."

I am asked to hold that the judge has jurisdiction under this rule not only to extend the time for any step in the procedure, but to diminish the length of the notice by the tenant upon which the jurisdiction of the court is based. On what seems to me to be the true construction of the provisions above set out I cannot so hold, and I am tempted to exceed my province by observing that it would be very inconvenient if a landlord had no certain time in which to dispose of the reversion of a lease without the risk of his arrangements being upset by an order of the County Court extending the tenancy.

Since the hearing, the plaintiffs having appealed, the point was argued at length before the Divisional Court, when (as reported in our issue of 8th June at p. 367) the appeal was dismissed.

A Conveyancer's Diary.

Trusts for Sale—and a Digression.

There is perhaps, from the practical point of view, no more important or insistent question than that: Is the property held upon trust for sale? The solicitor for a vendor perusing his client's deeds with a view to a sale anxiously looks for an express or implied trust for sale when his client does not appear to be an absolute owner. The S.L.A. must be avoided if possible. That, at least, is my experience of the attitude taken, and I am not surprised at it. Again, a solicitor for a purchaser, let us say under an open contract, is only too thankful if he can find that there are persons who are trustees for sale from whom a conveyance can be obtained and thus override all other interests with which the abstract may be, and often is, incumbered. It is no uncommon thing in practice for an abstract to be delivered (perhaps an old abstract passed on) which includes deeds which need not have been abstracted at all and only cause embarrassment to the investigating solicitor. Perhaps I may be allowed, in passing, to refer to the pernicious practice (happily not so frequently adopted now as formerly) of handing on to a purchaser's solicitor the abstract of title delivered when the vendor acquired the property without revising it in the light of the requisitions made on that occasion. In practice it generally happens, I am afraid, that notes are not made upon the abstract of the result of requisitions, and consequently when someone who was not actively engaged in connexion with the previous sale and purchase takes the matter up with a view to a sale by the former purchaser, he is often content to pass the abstract on as he finds it. This seems rather like a reflection upon the solicitor, in the conveyancing branch of his practice, as a whole. It is not so intended. In fact I know of no class in the constituents which go to make up the "legal profession" to whom I would more readily "take off my hat," if I may be allowed to use that colloquialism in these august columns, than the "conveyancing managing clerk"—especially to him in the country. But acting for a purchaser do they make it an invariable practice to alter their abstract to meet questions which have been raised on the requisitions? I am sure that many do not. I had only very recently before me a case where I was instructed to settle a contract for sale. The abstract included various deeds which ought not to have been abstracted at all and the knowledge of which could only raise questions which need not and ought not to have been brought to the notice of a purchaser. On inquiry I found that, when my lay client (the then vendor) purchased, requisitions had been made regarding these deeds and it had been admitted that they ought not to have been abstracted. But the abstract itself had not been altered by striking them out, nor had any note been made upon it to show that on any future sale the deeds in question should be omitted. I put it to my friend, the "conveyancing manging clerk," Is that an unusual case?

This, of course, is all *obiter*, and once one allows oneself to tread the path of digression there is no knowing where it may lead. I must, however, make one further step and then I will stop and return to the subject upon which I intended to write when I started upon this week's Diary. What I want to know is this: How is it that it so often happens that, when a solicitor is instructed to take up the deeds, etc., from another solicitor, he fails to ask for and obtain the abstracts of title, requisitions on title and replies thereto, counsel's opinions and other documents, including drafts of conveyances, assignments and so forth? All these belong to the client and may be most useful on any future sale by him. I must resist the temptation to further digression, but may sum up that already made: (1) Acting for a purchaser, after completion, alter your abstract to make it ready for delivery on a future sale, having regard to what has transpired on the investigation which you have made into the title; and (2) when taking up deeds on behalf of a client get all the abstracts, counsel's opinions, draft conveyances, requisitions on title and other documents as well as the deeds. I may be told that these things are elementary and such as every careful solicitor does as a matter of course. My answer, based upon a fairly extensive experience, is—as often as not he doesn't!

Now to return to trusts for sale.

It may be said that trusts for sale arise either (*a*) by statute; or (*b*) by express provision in some instrument; or (*c*) by necessary implication from some instrument.

First, then, as to statutory trusts for sale. I do not propose to attempt an exhaustive statement of all the occasions when such a trust arises; there are, however, some to which I ought to refer:—

(1) Land which at the commencement of the L.P.A., 1925, is held at law or in equity in undivided shares vested in possession the entirety becomes subject to a trust for sale under the transitional provisions in the 1st Sched., Pt. IV, of that Act. It is often a matter of some difficulty to determine in whom the land is vested upon these trusts, and this is not the occasion for discussing that question. The fact remains that the land must vest in someone upon the

statutory trusts which include a trust for sale. The same applies to land conveyed to persons, after the commencement of the Act, in undivided shares, when a trust for sale immediately arises (L.P.A., 1925, s. 34 (2)). Here again, there may be doubts as to the persons who are the trustees, but a trust for sale there must be. The same applies to a devise to persons in undivided shares (*ibid.*, s. 34 (3)), although in that case there is little difficulty in determining who the trustees are, for failing trustees of the will for the purposes of the S.L.A., 1925, the personal representatives of the testator are the trustees.

(2) Where any property, vested in trustees by way of security, becomes, by virtue of the Statutes of Limitations or an order for foreclosure or otherwise discharged from the right of redemption, it is to be held by the trustees upon trust for sale (L.P.A., 1925, s. 31 (1)). Thus, if trustees invest money on mortgage and take possession and obtain a title under the Statutes of Limitation or foreclose they thenceforward hold upon trust for sale, but this is subject to some qualifications where the money invested is capital money arising under the S.L.A., 1925.

(3) When in a settlement of personal property or of land held upon trust for sale there is a power to invest in the purchase of land, any land so purchased shall, unless the settlement otherwise provides, be held by the trustees upon trust for sale (L.P.A., s. 32 (1)). This provision is a re-enactment, with some alteration, of s. 10 (1) (2) of the Conveyancing Act, 1911, and takes effect only with regard to settlements coming into effect after the 31st December, 1911.

(4) On the death of a person intestate his real estate is held upon trust for sale.

These are the most important instances of trusts for sale created by statute and, of course, each of them in a proper place calls for comment. For my present purpose it is sufficient to call attention to them as conspicuous examples of statutory trusts for sale.

I ought, before leaving this branch of the subject, to refer to the L.P.A., s. 2 (2), which confers powers upon trustees for sale who are either appointed by the court or a trust corporation of overreaching any equitable interest or power having priority to the trust for sale, thus giving, in such cases, statutory powers beyond those conferred by the instrument creating the settlement.

I hope to be able to continue the consideration of trusts for sale in a future Diary.

Landlord and Tenant Notebook.

Landlord and Tenant Act, 1927. Deficient Particulars of Claim.

Before a tenant can be in a position to make a claim under this Act for improvements, or for compensation for loss of goodwill, or for a new lease, certain conditions precedent must be fulfilled, one being the service on the landlord of a notice of claim.

Now the manner of making a claim is provided for by both the High Court [O. 53d. r. 2 (1)] and the County Court Rules [O. Lb., r. 2].

The material rule is in the following terms:—

"(1) A claim under the Act for compensation in respect of [any of the matters above referred to] or by a mesne landlord under s. 8 (1) of the Act shall be made in writing and signed by the claimant, his solicitor or agent, and shall state the name and address of the claimant and of the person against whom the claim is made and shall contain:

"(*a*) a description of the holding in respect of which the claim arises and of the trade or business carried on upon the holding:

"(*b*) a concise statement of the nature of the claim:

"(*c*) if the claim arises in respect of an improvement, particulars of the improvement including the date whereon the improvement was completed and the cost thereof, and

"(*d*) if compensation is claimed, a statement of the amount so claimed.

"(2) Any claim by a mesne landlord under section 8 (1) of the Act shall be made and the document shall be served at least two months before the termination of the tenancy."

It will be observed that several particulars are required to be set out in the notice of claim—a document which must not be confused with the "Particulars of Claim"—to be served with the county court summons when proceedings are commenced (see Form 468, County Court Order L b.

In certain cases it is likely that some at least of the particulars may be omitted, and that it may be impossible, through want of time, for the tenant to serve an amended notice, and in such cases the very important question is likely to arise as to whether the notice is null and void.

At first sight it would appear that a defective notice would be absolutely null and void, since the language of the rule seems to be imperative.

It is a condition precedent to the establishment of any such claim that a notice should be served, and that it should be in the manner "prescribed by the rules," i.e., that the notice "shall" be in writing and "shall" state the particulars there set out.

The Rent Acts offer an interesting comparison. Until the law was altered by the Act of 1923, an increase of rent was irrecoverable "until . . . after the landlord has served upon the tenant a valid notice in writing of his intention to increase the rent, which notice *shall* be in the form contained in the First Schedule to this Act or in a form substantially to the same effect." (Increase of Rent &c. (Restrictions) Act, 1920, s. 3 (2).) It should be noted that the language of s. 3 (2) of that Act is not quite as stringent as the language of the rule, quoted above, since in the case of a notice of increase of rent the form of such a notice need not strictly follow the form set out in the schedule, but might be in a form substantially to the same effect.

Now, under the Rent Acts, there have been a number of cases in the past in which the question of the validity of notices of intention to increase rent has been considered, and in several these notices have been held to be invalid owing to material errors or omissions in respect of the particulars required by the statutory form of notice.

If the Rent Acts are, therefore, any guide, there is a great deal of support for the contention that any error or omission, with regard to any of the particulars required under the rule in question will absolutely invalidate the notice of claim.

On the other hand, having regard to the serious consequences that might ensue if the tenant should make the least slip in his notice, e.g., being entirely barred from recovering compensation because the period within which the claim has been served has expired, it may be that the courts will not take so strict a view of the matter.

The point is, no doubt, of extreme importance, and will sooner or later have to be decided.

Our County Court Letter.

WARRANTIES AS TO THE STATE OF HOUSES.

THE omission of an important item from the contract does not necessarily bar the purchaser's remedy, as shown by the recent decision of the Divisional Court in *Prydderch* v. *Griffiths*—an appeal from Wrexham County Court. The defendant had represented that a house offered for sale by him was well built and not jerry built, but the representation was not incorporated in the contract, and the plaintiff subsequently discovered that there was a dry rot in the floors. His Honour Judge Roberts held that the above statement should be read into the

subsequent contract, and he awarded the plaintiff £58 and costs. The defendant appealed on the ground that the oral statement could not be read into the written contract, but Mr. Justice Swift held that the statement as to the house being well built was part of the bargain leading to the sale, and that the learned county court judge had come to a right conclusion on the facts. Mr. Justice Mackinnon concurred in dismissing the appeal.

This decision followed the principle of *De Lasalle* v. *Guildford* [1901] 2 K.B. 215, in which the plaintiff had negotiated for a lease, but declined to hand over the counterpart unless he received an assurance that the drains were in good order. The defendant made a verbal representation to that effect, but the lease contained no reference to the drains, and the plaintiff subsequently incurred expense in putting them in order. The jury found that there was a representation as to the drains, and damages were assessed at £75, but Mr. Justice Bruce gave judgment for the defendant on the grounds that (*a*) the jury had not found an actual warranty in law, but a mere representation which gave no right to damages without proof of fraud; (*b*) even if there was a warranty, it would not be collateral to the lease so as to make the action maintainable. The Court of Appeal held, however, that (*a*) the condition of the drains had been the subject of a guarantee, which was the basis of the contractual relation between the parties; (*b*) the written document did not contain the whole of the contract, and the latter had been induced by the warranty, without which the lease would never have been executed. Judgment was therefore entered for the plaintiff for the amount awarded by the jury.

A leading case on the other side of the line is *Green* v. *Symons* (1897), 13 T.L.R. 301, in which the plaintiff's case was that the defendant had verbally warranted that the house was dry and that the drains were perfect. The plaintiff accordingly took the house for three years at £50 a year under a written agreement which did not include the warranty. On being compelled to give up residence, the plaintiff brought an action for breach of warranty, and the jury found that the house was damp but the drains were not defective, and they assessed the damages at £50, judgment being entered for that amount. The Court of Appeal reversed this decision on the ground that the defendant's statement was a mere innocent representation, which did not give rise to any cause of action, and judgment was accordingly given for the defendant.

The two last-named cases were considered in *Angel* v. *Jay* [1911] 1 K.B. 666, in which the plaintiff claimed damages for breach of warranty (i.e., that the drains were in good order) in a house taken by agreement under seal for three years. The plaintiff gave up residence after six months owing to defective drains, and the county court judge held that the defendant's statement was not a warranty as in *De Lassalle* v. *Guildford*, *supra*, but a representation as in *Green* v. *Symons*, *supra*. The plaintiff therefore could not recover damages for breach of warranty, but was held entitled to equitable relief by way of rescission, on the ground of innocent misrepresentation of a material fact. The Divisional Court reversed this decision on the ground that there was no equitable right to rescission of an executed—as opposed to an executory—contract induced by an innocent misrepresentation. It was also held that, although the value of the leasehold interest was less than £500, the county court was not given jurisdiction by that fact, as the expression "the value of the property" contained in the County Courts Act, 1888, s. 67 (4), refers to the value of the fee simple, and the matter was, therefore, beyond the jurisdiction of the county court.

Mr. Edward Cecil Durant, Solicitor, Windsor, has been appointed a Member of the Royal Victorian Order on his retirement from the Town Clerkship of the Royal Borough, which appointment he had held for twenty-eight years. Mr. Durant was admitted in 1888.

Practice Notes.

IMPLIED TERMS OF BOARDING SCHOOL CONTRACTS.

In the recent case of *Wright* v. *Hind*, at Spilsby County Court, the plaintiff claimed £25 as school fees for one term in lieu of notice, in respect of the defendant's daughter, aged thirteen, who had entered the plaintiff's boarding school last September. The prospectus stated that fees were payable in advance, and that a proper term's notice of removal was required, but the girl did not return in 1929, although no notice had been given. The defendant pleaded breach of contract, viz., insufficient food for the pupil, and the medical evidence was that the girl had previously been healthy, but that on her return from the school at the end of the first term she was pale and had lost 18 lb. in weight. The girl stated that they had to wait until asked to have more food, and there were times when she would have liked more, but the plaintiff's case was that the girl was healthy and happy—no complaints having been received—and that unaccustomed exercise at games had caused the loss of weight. His honour Judge Chapman observed that it had been decided the girl need not have milk, which was a possible explanation of her loss of weight, but there was no outside evidence of her being underfed, as a large appetite was a normal condition at that age. Before the end of the first term, however, the defendant was notified that the school fee would be increased from £20 to £25, and being thus deprived of the opportunity of giving a term's notice, he was not liable for the increased fee. Judgment was therefore given for the defendant with costs.

AUCTIONEERS' COMMISSION.

(*Continued from* 73 Sol. J., p. 363.)

IX.

At the last Northamptonshire Assizes, in *Merry Sons and Co.* v. *Slade*, the plaintiffs claimed £348 1s. 6d. as commission on the sale by the defendant of certain business premises. The plaintiffs' case was that in May, 1927, they had been informed by the manager of a multiple shop company that larger premises were required, and in view of this inquiry they had asked the defendant for the agency for the sale of his property, and had obtained an authorisation for a sale to the multiple shop company. A similar permission had been given afterwards to another firm of estate agents, who in July, 1928, negotiated a sale for £22,000, but although the highest offer the plaintiffs had received was £17,000, their authority to act had never been withdrawn. The defendant's case was that the estate agents he eventually employed, having circularised the multiple shop company, had been asked by them to call on property owners. The defendant was among those interviewed, and as he was thinking of selling his premises, there was no reason why other firms—besides the plaintiffs—should be prevented from acting for him. Mr. Justice Branson gave judgment for the plaintiffs for the amount claimed, with costs.

Correspondence.

The Expense of Legal Proceedings: Counsel and their Fees.

Sir,—During the month of April in the present year, you published some very informative articles entitled "How the Expense of Legal Proceedings could be Reduced." I read these articles with very real interest, because there can be no manner of doubt that it is the cost of litigation that is the principal root-cause of the steady decline in court work, which is becoming a very serious matter for many members of the Bar.

The writer of the articles referred at some length to the subject of fees to counsel and their clerks, and laid down a

policy of perfection in regard thereto, which one would fain see followed out in practice. I fear, however, that the root of the trouble lies in quite another direction. There ought to be a definite scale of fees to counsel proportioned to the actual time of attendance in court—the scale being in two parts, one applicable to "silks," and the other to juniors. That scale ought not to be exceeded on taxation. The effect would be that any litigant who cares to do so might still engage a "star," but it would have to be at his own expense over and above the authorised scale fee. But his opponent would no longer have before his eyes the dread that, should the case go against him, he would have to pay the heavy fees of the expensive counsel engaged by the other side. I feel sure it is this dread—often felt by both sides—that prevents many matters from being fought out in court; and I am certain that the adoption of such a restraint would not only result in a great deal more court work, but it would also have the very desirable effect of expediting the hearing of cases by putting a wholesome check on the waste of time that, in my experience, is too often due to the prospect of refreshers.

I have not seen this aspect of the matter discussed, and should be very much interested to know how it appears to other readers.

15th June. "NORTHERNER."

Whist Drives.

Sir,—If "P.M.J." will read carefully through the whole of Hawkins, J.'s, judgment in *Jenks* v. *Turpin* (1884), 13 Q.B.D. 505—a task requiring patience, for it is a very long one—he will see the strong emphasis placed on the fact that a game may be "unlawful" within the statute he was considering when played in certain circumstances, but not in others. This distinction is particularly stressed on pp. 516 and 524. Unless, therefore, "P.M.J.'s" golf-club is a place merely kept for gambling in half-crowns or other money, in which case it is no doubt a place within the Act, his golf, even with the stake, is not unlawful.

London, A.F.
19th June.

Reviews.

Chapters on Current International Law and the League of Nations. By Sir JOHN FISCHER WILLIAMS, K.C., C.B.E., British Legal Representative on the Reparations Commission. Longmans, Green & Co., Ltd. 25s. net.

The learned author of this work deals with a subject which is regarded by the great majority of practising English lawyers as too nebulous a branch of jurisprudence to be of much utility in this work-a-day world. But those who have made it their business to study what is known as public international law, hold a very different opinion. They think that the time has actually arrived when the settlement of most international disputes by rules of law is practicable, and that this development deserves the earnest consideration of all lawyers. They point to the League of Nations and especially the Hague Court for ready instruments by which this ideal, of so important a value to those people who have seen the horrors of war, may be realised in our time.

The value of this book, which is a necessity for any library of international law, lies in the way in which the author applies the principles of international law to actual problems, such as the ever-recurrent problem of the war debts, and attempts to indicate certain ways in which international law should develop on lines consonant with the requirements of the modern world. As Sir John Fischer Williams says, in his preface, "in some matters English conceptions of international law and its development are not the same as those of our continental brethren, but that does not discharge English lawyers from the duty of contributing what they can—rather it increases it. After all, we in England can fairly claim to be no less law-abiding than any nation in the world; in no country is reverence for law more widely spread, or more firmly rooted in history and in literature. Our English methods have stood the test, and we may have a justified, if patriotic, confidence in their general suitability—and specially as they have been developed in the constitutional and legal problems of the United States—for the wider international field."

The Law of Contract. A Treatise on the Principles of Contract in the Law of Scotland. By WILLIAM MURRAY GLOAG, K.C., B.A., LL.D., Professor of Law in the University of Glasgow. Second Edition. pp. xcvi and 830. Edinburgh: W. Green and Son., Ltd. 63s. net.

Scottish law students are under deep obligations to Professor Gloag. Not long ago he collaborated in the production of an introduction to the Law of Scotland which came as a boon and a blessing to students, and not to them only, but to practitioners as well, and to English lawyers desirous of acquainting themselves with the distinctive features of Scots law. Now he has given us the second edition of his admirable treatise on the law of contract, which is at once a model in its arrangement and clearness in its language. The treatment of the subject of impossibility of performance is particularly illuminating and instructive, all the cases being cited and learnedly discussed. It can be read with interest and profit by English lawyers who thus have the advantage of having before them all the Scottish as well as the English decisions. Professor Gloag is careful to point out where the two laws differ. Thus, he points out that "in leases it is an established rule in the law of Scotland—differing, in this respect, from the law of England—that the accidental destruction of a house which is the subject of a lease has the effect of putting an end to the contract, and liberating both landlord and tenant from its obligations. Neither, in the absence of express stipulation, is bound to rebuild; the landlord is not liable in damages for failure to provide a house; the tenant is not liable for any further instalments of the rent." There is a good deal to be said in favour of this view. The book has been carefully brought up to date by the citation of the most recent decisions. It is usually the fate of the text-writer to find, after his pages have been passed for press, that some case has been decided materially affecting a proposition in the text. On reading, at p. 350, the statement that "The Sale of Goods Act, 1893, does not deal with the case of the partial destruction of the *res* which forms the subject of an agreement to sell," we concluded that the author had not observed the very recent case of *Barrow, Lane & Ballard* v. *Phillip Phillips & Co.* [1929] 1 K.B. 570, which deals with the precise point, but a glance at the *addenda* showed that it had been duly noted, although the Law Reports reference was not at the time available. We cordially commend Professor Gloag's very learned and excellent work.

PARLIAMENT OF NORTHERN IRELAND.

We are informed that the Parliament of Northern Ireland will adjourn on 28th June, and, contrary to the original intention, an autumn session will be held beginning in the middle of October. The change in the arrangement is due to the fact that it is considered in Belfast that the Labour Government in Great Britain will make alterations in the Unemployment Insurance Scheme. Unemployment relief in Ulster is so closely related to the arrangements in Great Britain, in consequence of the reciprocal relations between the unemployment funds of both countries under the statutory agreement passed last year, that it will be necessary for the Northern Ireland Parliament to pass similar legislation to that introduced in Great Britain or carry out any new scheme that may be brought forward to cure unemployment.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Simultaneous Conveyance and Mortgage—Searches against Purchaser—Mortgagor.

Q. 1653. We act for a building society, and we should be glad to have your opinion as to the necessity for searches in the land registry against the mortgagors in the following circumstances: The mortgage is signed and dated the same day as the conveyance to the purchaser and the purchaser's solicitors hand to us official certificates of searches in the land registry against the names of the vendors. These certificates are dated either one or two days previous to the date of completion. In view of the fact that the mortgagors sign the mortgage deed immediately after execution of the conveyance, ought we, on behalf of the mortgagee society, to search against the names of the mortgagors? What risk is incurred by the omission of such searches?

A. It is certainly not usual to search against the mortgagor in such a case, and it is probably not negligent to omit to do so. There is, however, some risk in the omission, e.g., an "estate contract" might be registered against the mortgagor, or a priority notice might exist relative (for instance) to restrictive covenants of a type likely to depreciate, the value of the property to be mortgaged as a security. Further, it is possible that the mortgagor might be bankrupt, though this is very unlikely. It is suggested that our subscribers, for their own protection, should take the definite instructions of the society as to whether they are to search in such cases or not.

Rating of Owner under s. 11 Rating and Valuation Act, 1925—Amount Owner may Recover from Tenant under Sub-s. (9).

Q. 1654. Houses in a township are, by a resolution of the rating authority owner, rated in respect of assessments not exceeding £13, and the rating authority are entitled under s. 11 (1) of the Rating and Valuation Act, 1925, to make an allowance to such owners if the rates are paid before a certain date. Your valued opinion is desired on the following points:—

(*a*) Are the owners entitled to retain this allowance for their own use and benefit, if so, why and your authority?

(*b*) Is the tenant of any such premises entitled to the benefit of this allowance in his rent under *Nicholson* v. *Jackson* [1921]?

(*c*) Does it make any difference whether the premises in question are controlled or decontrolled?

A. The authority of Mr. Konstam, K.C. ("Modern Law of Rating," p. 73), may be cited, that it is the "amount which the latter (the owner) has actually paid to the rating authority which is recoverable," i.e., the full amount of rate, or the amount less the allowance, according as it is paid after, or within, the allotted period. Notwithstanding this great authority, it may, perhaps, be doubted what would be the decision of the House of Lords on the question. The case of *Nicholson* v. *Jackson* was a decision on the Increase of Rent etc. Act, 1915, and it may be that in construing sub-s. (9) of the Rating and Valuation Act, 1925, the House would adopt the reasoning of Lord Sumner in his dissenting judgment. If "pay" is construed as discharging the rate and not merely as paying cash, then the owner would appear to be entitled to recover the full amount of the rate. It is submitted that this is the more reasonable interpretation, but in view of the weight of the authority cited, it is put forward with great diffidence. In the case of controlled houses however, *Nicholson* v. *Jackson* is still a binding authority if the landlord seeks relief by increasing the rent as he would naturally do.

Administration in Respect of English Estate to Person Domiciled Abroad.

Q. 1655. Under an English settlement made prior to 1923, two brothers, A.B. and C.D., were entitled on the death of a life tenant to the trust fund in equal shares. A.B. and C.D. were British subjects domiciled in the Argentine. A.B. died a bachelor in the year 1923 intestate, leaving his only brother C.D., and no nearer relative him surviving, and possessed of personal assets in the Argentine amounting to about £300 in addition to the reversionary interest under the settlement. The assets abroad, namely, the £300, were handed over to C.D., but no administration was taken out. C.D. is still domiciled in the Argentine and the tenant for life, E.F., died in the year 1929. Estate duty is payable on the death of E.F. on the settlement funds and is also payable on the share of those funds which passed on the death of A.B. in the year 1923. It will be necessary, in order to discharge the trustees of the settlement, for letters of administration to be taken out to the estate of A.B. so far as his reversionary interest is concerned. Will it be necessary (1) In the case of A.B., for C.D. to make any application for a grant of administration in the Argentine; or (2) Will administration be granted in England to the attorney of C.D. in respect of the share of A.B. under the English settlement without production of any Argentine grant as a condition precedent to the English grant?

A. In such cases as above no foreign grant is necessary, and the attorney of C.D. can obtain grant of administration quite simply. The oath of the attorney following the ordinary form will state that C.D. now resides out of England. Nothing will be said in the affidavit for the Inland Revenue about the Argentine property. Questions will probably be asked at a subsequent date by the Estate Duty Department as to the evidence on which is based the statement in the affidavit that deceased was domiciled in the Argentine.

Lease—Lessees Covenant to Repair—Exception for inevitable Accident—Whether Lessor Bound to Repair Burst Pipes.

Q. 1656. On the 2nd October, 1925, A granted a lease to B of a dwelling-house for the term of five years. The lease contains, *inter alia*, a covenant by B as follows: "To maintain and keep the demised buildings (except the roofs and outside walls of the said dwelling-house and buildings) and the drains, soil and other pipes and sanitary and water apparatus thereof (except the main drains) in good and tenantable repair and condition, damage by fire, lightning and tempest or other inevitable accidents excepted." The lease contains no covenant to repair by A. Owing to the severe frost, several water pipes inside the house burst, and the tenant had these repaired. B now contends that this is one of the inevitable accidents within the exception of the covenant, and is seeking to recover from A the amount paid by him (B) for the repairs to the water pipes. Is B right in his contention, and, if so, can he recover from A, having regard to the fact that he (B) did the repairs without serving any notice on A?

A. It is considered B has no claim against A. It is doubtful whether the accident was an inevitable one within the exception and if it were there is the authority of *Weigall* v. *Waters* (1795), 6 T.R. 488, that a lessor is not liable in the absence of covenant on his part to make good damages excepted from the lessees' covenant. The case was not perhaps a direct decision on the point, but the authority of Lord Kenyon's judgment is usually cited for the proposition that the lessor is not liable.

Water Supply—Joint Pipe—Party Wall—Rights of one Owner against other.

Q. 1657. A and B are the adjoining owners of dwelling-houses, the water supply of which is controlled by a stop tap in the outside lavatory of B. The walls are party walls according to the deeds. A wishes to have a stop tap of his own to control his own supply and proposes disconnecting the pipes, which are joint, and breaking through the kitchen wall and supplying B with pipes so that both supplies would be separately connected. A, of course, would repair damage to wall, supply the necessary pipes and pay for all work. B refuses to allow this kitchen wall to be disturbed, and as this is the only way the work can be done, what is A's course of action ?

A. The fact that the walls are party walls could hardly justify the doing of the work suggested. The position, however, is not quite clear from the question. There is nothing of course to prevent A having a second stop tap on his own premises. On the other hand B could not justify cutting off the water supply from A by the use of his stop tap, save temporarily in an emergency or for the purpose of expeditiously carrying out repairs. A is probably entitled under the joint effect of the Local Water Company's Special Act and the Waterworks Clauses Act, 1847, to have a separate supply, and the water company almost certainly has powers to effect in some way what A wishes, of course at his expense, but without a knowledge of the special Act it is impossible to give a more definite opinion. It is recommended that A should apply to the company and say he wishes to have a separate supply.

Income Tax—Discretionary Payment for Maintenance, &c., of Infant.

Q. 1658. Under a settlement trustees hold the settled funds in trust for such of the named children of the settlor as the settlor shall, by deed to be executed, before the youngest attains twenty-one, appoint and in default of appointment, equally among the children. Subject thereto the Trustees have a discretionary power to apply the income meantime for the maintenance, etc., of all or any of the children or pay it to their parent or guardian. Is such income income to which a child " is entitled in its own right " so as to deprive its parent of the children's allowance for any year in which the income is applied or paid, exceed £60 (Finance Act, 1920, s. 21, as amended by Finance Act, 1928, s. 16) ?

A. It is the practice, and, indeed, the law is, to treat the income actually appropriated by trustees to the maintenance of an infant as the income of the infant, and claims for repayment of income tax can be made on behalf of the infant. If the trustees specifically apply shares, equal or otherwise, of the income for the maintenance, etc., of the infants or on payment to the parent indicate that they are given in certain shares, or equally, as the case may be, this makes the income, for the purpose of income tax, the absolute income of the several infants in the shares appropriated (see *Drummond* v. *Collins* [1914] 2 K.B. 643). It will be more advantageous to reclaim income tax on behalf of each child than for the parent to claim an allowance. An extract from the settlement and, if such is the fact, of appropriation by the trustees would have to be furnished to the inspector of taxes. If, however, the trustees make payments to the parent without specifying that they are for the benefit of the infants, it would depend on the intention of the settlement. *Primâ facie*, it would seem that the income is intended for the maintenance and, if so, it is considered the same principle would apply, and the income would be treated as belonging to the infants equally.

Property Purchased and Paid for by A Conveyed to B—Declaration of Trust-title.

Q. 1659. In the year 1920 A purchased certain freehold property. A did not appear in the transaction, but all negotiations were carried through by his agent B. The property was conveyed to B without a trust for sale and without disclosing any trust in the deed. B, however, signed a separate informal memo, and gave to A stating that the full purchase money had been found by A, and that he would convey the property to A whenever required. B died in 1928. A has at all times, since the purchase, been in possession of the property and the deeds. The legal estate apparently became vested in A on the 1st January, 1926, under the vesting provisions of the L.P.A., 1925. What, if any, further documentary evidence will be required so that A can make good title to a purchaser ?

A. The legal estate vested in A on the 1st January, 1926. It is considered that the memorandum should be disclosed and should be impressed with a stamp of 10s. Probably a modified penalty of 5s. or 10s. will have to be paid. It is also recommended that A should make a statutory declaration as to the facts.

Probate Practice—Settled Land.

Q. 1660. We act for the trustees of a large settled estate and for the executors of the late tenant for life, on whose death his eldest son became tenant in tail subject to family charges. A grant of probate of the general estate has been obtained, but so far no grant limited to the settled estate has been issued. An oath by the trustees of the settlement has been sworn, but the officials refuse to accept it without an A.7 estate duty account being filed at the same time. Some months ago a C.1 account affecting the settled lands and investments arising from the sale of settled land was filed, and the district valuer has this account, and is using it in his inspection of the estate. In preparing the A.7 account we are doubtful whether the stocks representing the proceeds of sale of parts of the settled land should be included or not. We should have thought that the delivery of a C.1 account and of an oath by the trustees would be sufficient. Will you let us know what is the practice in these cases.

A. I do not think it can be said yet that there is any settled practice as to filing affidavits in the circumstances named. In my opinion it is quite unreasonable for the Department to insist on an A.7 form in addition to the C.1 form which covers the same property, and if I yielded to the demand I should simply show the total value of the settled land and refer to the form previously lodged for details. The affidavit speaks as to the position at the date of the life-tenant's death. Therefore it would seem that the settled land as existing at that time should be shown, and nothing else.

Schedule B Income Tax.

Q. 1661. Trustees own agricultural land which fell vacant on 2nd February, 1928, and were unable to re-let it until 1st July, 1928, thereby losing £10 rent. The trustees did nothing with the land between 2nd February and 1st July and never set foot on it. The inspector of taxes now seeks to assess them under Sched. B for this period. We wrote him recently as follows : " It is to our minds quite clear that tax is not imposed under Schedule B on unoccupied lands, the schedule stating that 'it shall be charged in respect of the occupation of all lands, etc.' Where there is no occupation there can be no charge. We are aware of the argument based on the fact that Rule 4 of No. VII of Schedule A is applicable to Schedule B, as this has been put forward to us by other inspectors, but our view is that the deduction from this is to the opposite effect, namely, that the tax being only imposed in respect of the occupation of lands etc. (ordinary dwelling-houses not being brought under Schedule B) it was clearly unnecessary to state that unoccupied lands were to be exempt. The point is that the tax was never chargeable at all, therefore the question of relief from it does not arise." The inspector replies : " Rule 2 of No. VII, Schedule A (applicable to Schedule B under Rule 4) states that every person having the use of any lands shall be deemed to be the occupier. In this case the person with the right to the use of the land was the owner for the time being, and my contention is that the trustees as owners were in legal, if not physical, occupation

of the land." The amount in question is small in this case, but an important question of principle is involved, and we shall be glad of your views. If the inspector is right our clients will actually be additionally taxed in respect of a period for which they lost rent and received nothing.

A. We take the view that the inspector is correct in his contention in this case, and that r. 2 of No. VII of Sched. A, which applies to liability under Sched. B, would operate to make the owner liable during the period when the lands were on his hands. The anomaly is obvious, but the Revenue authorities show no readiness to grant any concessional relief.

British Subject Resident Abroad.

Q. 1662. A client of ours living in this town has recently retired from business, and has bought a house in Guernsey, and intends to spend the rest of his life with his wife and family in retirement there. We have been asked by our client to advise on the following questions: (1) How soon after arrival there does a British subject become a resident in the Channel Islands for British income tax purposes? (2) Is it a fact that a British subject resident in the Channel Islands can claim exemption from income tax on exchequer bonds, 5 per cent. war loan, national war bonds, 4 per cent. victory bonds, and funding loan and foreign and colonial stocks? (3) Are Australian government securities so exempt? (4) Would short visits to England, say four to six a year, include "residence" in the Channel Islands? (5) Does residence in the Channel Islands preclude the usual allowances from British income tax for wife and children?

A. (1) As soon as he has ceased to reside in this country and has taken up residence there. (2) A person not ordinarily resident in the United Kingdom can claim exemption to British income tax on interest from 5 per cent. war loan (1929-47); 5 per cent. national war bonds; 5 per cent. and 6 per cent. exchequer bonds (1920, 1921 and 1922); 4 per cent. funding loan (1960–1990); 4 per cent. victory bonds; 5¾ per cent. exchequer bonds 1925, and certain securities issued in the United States by local authorities in this country. Income from sources outside the United Kingdom would not attract British income-tax liability to a resident abroad. (3) See last sentence of reply (2). (4) The question of residence is one of fact to be determined according to the actual circumstances of each case. The length of time spent in this country and the purpose of the visits, as well as the place of temporary abode here, would have to be considered. Many cases have been the subject of rulings in the courts, and the circumstances of these should be studied. (5) A proportion of the allowances will be granted, based on the ratio of the income assessable to British tax to the total income from all sources.

Legality of Whist Drives.

Q. 1663. The proprietors of a hall advertise a whist drive, stating on the advertisement and on the ticket of admission, "No prizes offered." After the result of the drive is announced one of the proprietors comes forward and hands to the winning players prizes provided by himself. What is your opinion of that method of avoiding the snares of the Betting Act?

A. The offering of prizes is not the gist of the offence, so that the announcement of "No prizes offered" will not validate the proceedings if they are otherwise illegal. The latter effect will be produced if there are sufficient occasions to constitute a user of the hall, and it will be a question of fact for the magistrates as to whether the proprietor has come forward and personally provided prizes sufficiently often for the procedure to infringe the Betting Act, 1853, s. 1, which prohibits any money being received by the owner as or for the consideration for any . . . agreement, express or *implied*, to give any valuable thing on any contingency, etc. The opinion is therefore given that a repetition of the performance would be a breach of the Act.

Notes of Cases.

Court of Appeal.

Price, Davies & Co. *v.* Smith.

Scrutton and Greer, L.JJ. 4th and 5th June.

PRINCIPAL AND AGENT—SALE OF BUSINESS PREMISES—COMMISSION—PURCHASER FOUND—CONTRACTUAL RELATIONS ESTABLISHED—AGENT'S CLAIM FOR COMMISSION—ISSUE OF WRIT BEFORE COMPLETION OF PURCHASE—WRIT ISSUED TOO SOON.

Appeal from a judgment of Horridge, J., on argument after trial of action with a jury (73 SOL. J. 206). The defendant, Percy Edmund Smith, the owner of business premises at 109, Tulse-hill, London, which he desired to sell, put them into the hands of the plaintiffs, Price, Davies & Co., who were partnership agents, and on the 8th July, 1928, he filled in, signed and returned to the plaintiffs one of their "Particulars Form" sent to him by them. The form contained the following commission note: "I hereby instruct you to sell my business premises as per particulars above, which I declare to be correct and agree to pay you a commission of 5 per cent. on the total price paid by the purchaser and appoint you agents," which the plaintiffs asserted, but the defendant denied, was in the form when the defendant signed it. In the particulars the lowest price at which the defendant was prepared to sell the premises was put at £4,500. Another firm, Granville & Co., having a likely purchaser of the defendant's premises, communicated with the plaintiffs, who introduced them to the defendant. Granville & Co. eventually found a purchaser, who offered £4,000 for the premises, and not £4,500 as stated in the particulars form. This offer the defendant accepted and he paid Granville & Co. commission at the rate of 5 per cent. on the first £300 and 2½ per cent. on the remainder of the £4,000, amounting in all to £107 10s. In the meantime the plaintiffs and Granville & Co. had agreed to share the commission. But the amount paid by the defendant to Granville & Co. was £92 10s. short of 5 per cent. on the actual purchase price of £4,000, and the plaintiffs on 8th November, 1928, issued a writ against the defendant claiming to recover that sum. The completion of the purchase took place on 15th November, 1928. The jury found that the 5 per cent. commission was on the particulars form when the defendant signed it, and that the defendant's premises had been sold through the instrumentality of the plaintiffs. On these findings, Horridge, J., gave judgment for the Plaintiffs for the amount claimed.

SCRUTTON and GREER, L.JJ., allowed the appeal, holding that the "particulars form" must be construed strictly against the plaintiffs who drew it up and sent it to the defendant; that the expression "total price paid by the purchaser" meant the "total price paid," not "to be paid"; and that as the writ was issued before completion of the purchase it was issued too soon and the action failed. Decision of Horridge, J., reversed.

COUNSEL: *Croom-Johnson*, K.C., and *Phillip S. Pitt*; *H. I. P. Hallett*.

SOLICITORS: *A. Marshall Lister*; *Morris & Bristow*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Ereaut *v.* Girls' Public Day School Trust.

Lord Hanworth, M.R., Lawrence and Slesser, L.JJ. 14th June.

REVENUE—INCOME TAX—EXEMPTION IN CASE OF "PUBLIC SCHOOL"—CHARACTERISTICS REQUIRED—INCOME TAX ACT, 1918 (8 & 9 GEO. 5, c. 40), Sch. A, No. VI, r. 1 (*c*).

The Girls' Public Day School Trust claimed that as regards assessments made upon them to income tax, in respect of school buildings at Wimbledon, they were entitled to the allowances granted by r. 1 (*c*) of No. VI of Sch. A to a "public

school." The trust was founded to provide education for girls and young boys at a very moderate cost. It was incorporated as a company, but its shareholders were entitled only to a dividend, if earned, of 4 per cent. It was in close touch with the Board of Education, and many of its rules had been framed in consultation with the Board. In accordance with the Board's wishes, its constitutions provided that it should be converted into an educational trust at the end of a period not exceeding fifty years from 1905; that in the event of a winding-up before the expiration of that period the surplus assets of the company should be subject to an educational trust and should not be distributed among the shareholders.

The Special Commissioners held that the school was a "public school" and entitled to the allowances, but Rowlatt, J., reversed that decision. The Trust appealed. The court dismissed the appeal.

Lord HANWORTH, M.R., referred to the definition of "public school," given by Fry, L.J., in *Blake* v. *Mayor of City of London*, 19 Q.B.D., at p. 82: "I think that the school in this case has certain characteristics which denote a public school. It has a perpetual foundation; a portion of its income is derived from charity; it is managed by a public body; no private person has any interest in the school; no profit was or is in the contemplation of its founders or managers; and, lastly, the object of the school is the benefit of a large class of persons." In the present case, however altruistic the activities of the Trust might be, and however close its association with the Board of Education, yet it had taken upon itself the form of a company; it had shares and it paid a dividend. Its principal and constant endeavour was to provide a good education, but all the same it was a company, and, in an income tax sense, it sought a profit.

COUNSEL: *Latter*, K.C., *Edwardes Jones*, K.C., and *Beagley*, for the appellants; *Sir Boyd Merriman*, K.C., and *R. P. Hills*, for the Crown.

SOLICITORS: *James Gray & Son; Solicitor of Inland Revenue.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Pearce *v.* **Brain.** Swift and Acton, JJ. 28th May.

CONTRACT—INFANT—EXCHANGE OF CHATTEL—CLAIM FOR RETURN—BENEFIT—CONSIDERATION—INFANTS' RELIEF ACT, 1874 (37 & 38 Vict. c. 62), s. 1.

Appeal from a decision of Judge Rowlands, Clerkenwell County Court.

The plaintiff in this action, William John Pearce, an infant, suing by his next friend, on the 10th February, 1928, exchanged his motor bicycle and sidecar for a two-seater motor car belonging to the defendant, W. A. Brain. The motor car proved defective, and the plaintiff claimed the recovery of the motor bicycle and sidecar, or their value, on the ground that the contract was void under the Infants' Relief Act, 1874. The county court judge held that the contract was one of exchange, that it was void under s. 1 of the Act of 1874, but that as the plaintiff had enjoyed the benefit of the contract he was not entitled to recover back the consideration which he gave. The plaintiff appealed.

SWIFT, J., said that he could not see any difference in principle between the recovery of a chattel given in exchange and the recovery of money paid as the purchase price of goods. The county court judge, following the decision in *Valentini* v. *Canali* (1889), 24 Q.B.D. 166, came to the conclusion that the plaintiff had had the benefit of the contract to some extent, and there was not a total failure of consideration. He, his lordship, thought that the county court judge was right, and the appeal was dismissed.

ACTON, J., agreed.

COUNSEL: *R. J. White*, for the appellant; *Alexander Anderson*, for the respondent.

SOLICITORS: *Daphnes; Sweepstone, Stone, Barber & Ellis.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Goodwin, Ferreira & Co. Ltd. *v.* **Lamport & Holt, Ltd.**

Roche, J. 7th June.

CONTRACT—CARRIAGE OF GOODS BY SEA—INSUFFICIENT PACKING—ONUS OF PROOF OF NO NEGLIGENCE DISCHARGED—CARRIAGE OF GOODS BY SEA ACT, 1924 (14 & 15 GEO. 5, c. 22), Art. IV, r. 2. (*q*).

In this action the plaintiffs claimed £880 11s. 6d. as damages for alleged breach of contract in the carriage of goods by sea. In 1926 they sent twenty-two bales of white cotton yarn from Liverpool to Bahia in the defendants' steamship. On arrival at Bahia the bales were discharged safely into a lighter, but when a case of heavy iron pipes was being lowered into the same lighter the bottom of the case broke and the pipes holed the lighter and the bales were damaged by sea water.

ROCHE, J., said that in his opinion the discharge into the lighter was part of the operation of discharge from the ship, and therefore the sea transit had not finished and the Carriage of Goods by Sea Act, 1924, applied. He was satisfied that the case which fell into the lighter must have been initially defective, and that it was insufficiently packed within the meaning of the clause exempting the shipowner from liability. The matter was covered, however, by r. 2 (*q*). There was nothing in the appearance of the case of pipes to arouse the defendants' suspicions, and they had discharged the onus laid on them by clause (*q*) of showing that the accident was not caused by their negligence. Judgment for the defendant, with costs.

COUNSEL: *A. T. Miller*, K.C., and *Atkins* for the plaintiffs; *le Quesne*, K.C., and *McNair* for the defendants.

SOLICITORS: *Denton Hall and Burgin; Stokes and Stokes*, for *Cameron MacIver and Davie*, Liverpool.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hewett *v.* **Hewett and Dupin.** Hill, J. 17th June.

DIVORCE PRACTICE — SECRET MARRIAGE — SUBSEQUENT FICTITIOUS CEREMONY—APPLICATION TO EMBODY SECOND CEREMONY IN DECREE REFUSED—REMEDY BY WAY OF DECLARATION OF NULLITY.

The parties in this undefended suit for dissolution had gone through two ceremonies of marriage, the first secretly at St. Stephen's Church, South Kensington, in October, 1918, the second at St. Paul's Church, Knightsbridge, in January, 1921.

Counsel for the petitioner on pronouncement of a *decree nisi*, asked that the second ceremony of marriage might be referred to in the decree. Unless some reference were made to it in the decree there might be difficulties afterwards. A statement in the decree "who subsequently went through a ceremony of marriage on such and such a date," would, it was submitted, meet the case.

HILL, J., said that he, his lordship, would not interfere. If people went through a second ceremony it was their own look-out. It could not be a marriage, because they had already been married. The marriage of October, 1918, which he then dissolved was the legal marriage. He could only dissolve marriages. He could not dissolve anything else. If people chose to go through idle ceremonies he should not assist them. If the second ceremony was wanted to be got rid of, the court must be asked for a declaration of nullity.

COUNSEL: *Bayford*, K.C., and *Hon. Victor Russell* for the petitioner.

SOLICITORS: *Charles Russell & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Mr. A. T. HALLAWAY, Solicitor, Town Clerk of Warrington, recently completed twenty-five years' service in that capacity and received the congratulations of the Town Council. Mr. Hallaway was admitted in 1904.

Chancery of Lancashire.

Re **Comberbach: Saunderson** *v.* **Jackson.**

Vice-Chancellor Courthope Wilson. 6th May.

IMPERFECT GIFT OF REAL ESTATE—CONTINUING INTENTION OF GIFT—APPOINTMENT OF DONEE AS ONE OF DONOR'S EXECUTORS—WHETHER GIFT THEREBY PERFECTED.

Testator, who carried on business in partnership, was owner of freehold premises, a part of which was occupied as a stable and garage for the purposes of the business, the other part being let to a tenant and managed by estate agents. The testator was credited in the books of the business with the rent of the stable and garage. In 1922 he handed the title deeds to his sister-in-law, M, with the intention of making an absolute gift of the property to her, and she thenceforth retained possession of the deeds, but no conveyance of the property to M was ever executed. From the date of the gift the rents collected by the estate agents were by the testator's directions paid to M, and the rent of the stable and garage was credited to her in the books of the business and paid to her by cheques on the bank account of the business. She paid the outgoings, including repairs, on the whole of the property. The testator died in November, 1928, having by his will appointed the plaintiffs and M executors, who duly proved. The plaintiffs applied to the Lancashire Chancery Court for the determination of the questions (*a*) whether by virtue of the gift to M and her appointment as executor she had become absolutely entitled, and (*b*) if so, whether any assent by the executors was required.

The VICE-CHANCELLOR held that since the Land Transfer Act, 1897, the principle of *Strong* v. *Bird*, 18 Eq. 315, applied to cases of realty as well as personalty, and that the beneficial interest vested in the donee in 1922 by virtue of the gift to her; and, the gift having been perfected by her appointment as executrix, the whole legal and beneficial interest was vested in her without the necessity for an assent.

COUNSEL: *H. McMaster*, for the plaintiffs; *C. J. Hemelryk*, for M; *W. Capstick*, for persons interested in residue.

SOLICITORS: *Moore & Sons*, Birkenhead.

[Reported by W. GEDDES, Esq., Barrister-at-Law.]

Obituary.

JUDGE ATHERLEY JONES.

A well-known figure passed out of public life by the death on Sunday last of His Honour Judge Atherley Jones, K.C., who had occupied for fifteen years the position of Judge of the Mayor's and City of London Court and of a Commissioner at the Central Criminal Court. The son of Ernest Jones, the Chartist barrister and poet, he was born in 1848, educated at Manchester Grammar School, where in 1867 he became the secretary of the committee having charge of an organised movement to secure the commutation of the death sentences passed upon the Fenians (whom his father had defended) for the murder of a police sergeant. From Manchester Grammar School he went up to Brasenose College, Oxford, with a scholarship, and graduated in 1874. In the following year he was called to the Bar by the Inner Temple, and later became a Bencher, joining the North Eastern Circuit, where he acquired a good practice. In 1885 he won North West Durham and sat continuously until 1914. Scarcely a profound lawyer, he was an eloquent speaker, and it is interesting to note that it was his motion on the notorious *Cass Case*, in 1887, which brought about the defeat of the Government of the day. He took silk in 1896 and was appointed Recorder of Newcastle-on-Tyne ten years later. In 1908 he appeared for the defence in the Druce perjury prosecution, which attempted to establish that Mr. Druce of the Baker Street Bazaar and the late Duke of Portland had been one and the same person. His trial of prisoners was certainly painstaking and conscientious, whilst his personal courtesy was unfailing. It has been said, and with truth, that whether innocent or guilty no accused could ever leave the dock without feeling that he had had a "square deal." His numerous publications included "The Miners' Manual," "The Miner's Handbook to the Coal Mines Regulation Act," "Commerce in War," a "Treatise on International Law" and (anonymously) several novels. He was a keen golfer, and was said to be one of the best chess players in the House of Commons. H.

Societies.

Gray's Inn.

GRAND DAY.

Thursday, the 13th inst., being the Great Grand Day of Trinity Term at Gray's Inn, the Treasurer (Master Timothy Healy, K.C.) and the Masters of the Bench entertained at Dinner the following guests: The Most Hon. The Marquis of Reading, G.C.B., G.C.V.O., G.C.S.I., G.C.I.E., The Right Hon. Lord Ashfield, The Right Hon. Lord Riddell, The Lord Chief Justice of England (The Right Hon. Lord Hewart), The Right Hon. Winston Churchill, C.H., M.P., Sir William Arbuthnot Lane, Bart., C.B., The Treasurer of the Hon. Society of the Middle Temple (The Right Hon. Sir Ellis Hume-Williams, Bart., K.B.E., K.C.), Sir Harold Stiles, K.B.E., Sir Edwin Cooper, The President of Corpus Christi College, Oxford (Dr. P. S. Allen), The Editor of *The Times* (Mr. Geoffrey Dawson), Professor E. F. Jacob.

The Benchers present in addition to the Treasurer were: Sir Lewis Coward, K.C., The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., The Right Hon. Lord Merrivale, Mr. Edward Clayton, K.C., The Right Hon. Lord Atkin, The Right Hon. Sir William Byrne, K.C.V.O., C.B., The Right Hon. The Earl of Birkenhead, G.C.S.I., Sir Montagu Sharpe, K.C., The Right Hon. Lord Justice Greer, His Honour Judge Ivor Bowen, K.C., Mr. W. Clarke Hall, Sir Cecil Walsh, K.C., The Right Hon. Lord Thankerton, The Hon. Vice-Chancellor Courthope Wilson, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. G. D. Keogh, The Right Hon. Lord Morison, Mr. J. W. Ross-Brown, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., with the Preacher (The Rev. W. R. Matthews, D.D.) and the Under-Treasurer (Mr. D. W. Douthwaite).

Middle Temple.

GRAND DAY.

Thursday, the 13th inst., being the Empire Grand Day of Trinity Term, the Master Treasurer (The Right Hon. Sir Ellis Hume-Williams, Bart., K.B.E., K.C.) and the Masters of the Bench entertained the following guests at Dinner: The Right Hon. Viscount Peel, G.C.B., Senator The Right Hon. Sir George Foster, G.C.M.G. (Canada), The Right Hon. L. S. Amery, M.P., The Right Hon. Sir Ronald Lindsay, G.C.M.G., K.C.B., etc. (Permanent Under-Secretary of State, Foreign Office), Sir A. Hirtzel, K.C.B. (Permanent Under-Secretary of State for India), Sir Philip Street, K.C.M.G. (Chief Justice for New South Wales), Sir Howard d'Egville, K.B.E. (Secretary Empire Parliamentary Association), The Hon. Sir Frank Clarke, K.B.E., M.L.C. (President, Legislative Council, Victoria), The Hon. Sir Henry Moncrieff-Smith, C.I.E., M.C.S. (President, Council of State, India), The Hon. T. R. Bavin, K.C., M.L.A. (Premier, New South Wales), The Hon. Mr. Justice Reed (New Zealand), The Hon. Mr. Justice Greenberg (South Africa), His Honour Judge Scoles (Australian Commonwealth), The Rev. The Master of the Temple, The Hon. E. P. Lee (Ex-Minister of Justice, New Zealand), The Hon. I. B. Lucas, K.C. (Ex-Attorney-General, Ontario), A. MacMurchy, Esq., K.C. (Head of the Legal Department, Canadian Pacific Railway).

The Benchers present in addition to the Master Treasurer were: Master Viscount Mersey, Master Sir Robert A. McCall, K.C.V.O., K.C., LL.D., Master His Honour Judge Ruegg, K.C., Master Aspinall, K.C., Master Viscount Dunedin, G.C.V.O., Master His Honour Judge Sir Alfred Tobin, K.C., Master Forbes Lankester, K.C., Master The Hon. Mr. Justice McCardie, Master Mitchell-Innes, C.B.E., K.C., Master The Right Hon. Edward Shortt, K.C., Master Lowenthal, K.C., Master Holman Gregory, K.C., Master Hart, K.C., LL.D., Master Viscount Finlay, K.B.E., Master Sir Henry S. Cautley, Bart., K.C., M.P., Master Williamson, Master Dumas, Master Bevan, K.C., M.P.,

Master Sullivan, K.C., Master Miller, K.C., Master Lawrance, K.C., Master Whiteley, K.C., Master Scholefield, K.C., Master Henderson, K.C., Master Cassels, K.C., The Solicitor-General (Sir James B. Melville, K.C., M.P.).

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at the Law Society's Hall, Chancery-lane, on the 12th inst., Mr. Walter F. Cunliffe in the chair. The other directors present being Messrs. F. E. F. Barham, C. E. Barry (Bristol), E. R. Cook, T. S. Curtis, E. F. Dent, A. Fox (Manchester), A. G. Gibson, E. Gulliford (Southampton), O. J. Humbert, E. F. Knapp-Fisher, C. G. May, H. W. Michelmore (Exeter), Sir R. W. Poole, F. L. Steward (Wolverhampton), A. B. Urmston (Maidstone), and H. White (Winchester).

One thousand five hundred and sixty pounds was distributed in grants of relief; seventeen new members were elected, and other general business transacted.

Rules and Orders.

THE LOCAL AUTHORITIES (ASSISTED HOUSING SCHEMES) AMENDMENT REGULATIONS, 1929, DATED APRIL 22, 1929, MADE BY THE MINISTER OF HEALTH.

73,400.

The Minister of Health, in pursuance of his powers under section 7 of the Housing, Town Planning, &c., Act, 1919,(*a*) and of all powers enabling him in that behalf, and with the approval of the Treasury, hereby makes the following regulations:—

1. These regulations may be cited as the Local Authorities (Assisted Housing Schemes) Amendment Regulations, 1929.

2. (1) Article VI of the Local Authorities (Assisted Housing Schemes) Regulations, 1919,(*b*) as amended by the Local Authorities (Assisted Housing Schemes) Amendment Regulation, 1925,(*c*) the Local Authorities (Assisted Housing Schemes) Amendment Regulations, 1927,(*d*) and the Local Authorities (Assisted Housing Schemes) Amendment Regulations, 1928,(*e*) shall be further amended by the substitution of the words "31st day of March, 1930," for the words "31st day of March, 1929," in each of the paragraphs (*a*), (*b*) and (*c*) of that article.

(2) Article VII of the Local Authorities (Assisted Housing Schemes) Regulations, 1919, as amended by the Local Authorities (Assisted Housing Schemes) Amendment Regulations, 1921, (*f*) the Local Authorities (Assisted Housing Schemes) Amendment Regulations, 1927, and the Local Authorities (Assisted Housing Schemes) Amendment Regulations, 1928, shall be further amended by the substitution of the words "31st day of March, 1930" for the words "31st day of March, 1929" in sub-division (3) of that article.

Given under the Official Seal of the Minister of Health this Twenty-second day of April, in the year One thousand nine hundred and twenty-nine.

(L.S.) *H. W. S. Francis,*
Assistant Secretary, Ministry of Health.

We approve of these Regulations.

Euan Wallace,
George Bowyer,
Two of the Lords Commissioners of His Majesty's Treasury.

(*a*) 9–10 G. 5. c. 35. (*b*) S.R. & O. 1919 (No. 2047) I, p. 786.
(*c*) S.R. & O. 1925 (No. 778) p. 534. (*d*) S.R. & O. 1927 (No. 431) p. 503.
(*e*) S.R. & O. 1928 (No. 440) p. 638. (*f*) S.R. & O. 1921 (No. 330) p. 305.

PROVISIONAL REGULATIONS, DATED MAY 11, 1929, MADE BY THE MINISTER OF HEALTH UNDER SECTION 4 OF THE AGRICULTURAL RATES ACT, 1929, AS TO THE FORM AND RECORDING OF CERTIFICATES TO BE GIVEN BY ASSESSMENT COMMITTEES; AS TO ENTRIES TO BE MADE IN VALUATION LISTS, RATE BOOKS OR OTHER DOCUMENTS; AND AS TO THE MODIFICATIONS TO BE MADE IN DEMAND NOTES FOR THE PURPOSES OF THAT ACT.

73,467.

Whereas it is provided by sub-section (1) of Section 4 of the Agricultural Rates Act, 1929 (hereinafter referred to as the Act of 1929), that the Minister of Health may make regulations for giving effect to the provisions of that Act, and in particular

(*a*) as to the form of certificates to be given by assessment committees under the Act and as to the recording of such certificates;

(*b*) as to any entries to be made in valuation lists, rate books, or other documents, in consequence of the operation of the Act;

(*c*) as to the modifications to be made in demand notes in respect of the current half-year, and for such modifications being made by means of notices sent by rating authorities to occupiers of agricultural hereditaments or otherwise:

Now, therefore, the Minister of Health hereby certifies under Section 2 of the Rules Publication Act, 1893, that on account of urgency the following Regulations should come into force immediately, and in the exercise of the powers conferred on him as aforesaid by the Act of 1929 and of all other powers enabling him in that behalf, hereby makes the following Regulations:—

1.—(1) These Regulations may be cited as the Agricultural Rates Act Regulations, 1929, and shall come into operation on the date hereof.

(2) In these Regulations unless the context otherwise requires—

"Certificate" means a certificate given by an assessment committee for the purposes of Section 1 of the Act of 1929;

Other words and expression have the same meaning as they have in the Act of 1929.

2. Every certificate shall be in the form A in the Schedule to these Regulations or in a form substantially to the like effect.

3.—(1) Whenever an assessment committee give a certificate they shall—

(*a*) cause the certificate to be transmitted to the authority or person upon whose application it is given; and

(*b*) retain a copy of the certificate with the minutes of the committee; and

(*c*) cause a copy of the certificate to be transmitted forthwith to each authority or person entitled under sub-section (6) of Section 1 of the Act of 1929 to receive notice of the application upon which the certificate is given.

(2) Any certificate or copy of a certificate sent to a rating authority shall be kept by that authority with the rate-book for the current half-year.

(3) A note shall be made by the rating authority against the entry in the valuation list relating to a hereditament in respect of which a certificate has been issued, recording the effect of the certificate.

(4) Every certificate or copy of a certificate shall, when it is transmitted in pursuance of these Regulations to any authority or person, be accompanied by a statement as to the persons by whom, the manner in which and the time within which an appeal against the certificate may be made.

4.—(1) There shall be entered in a separate column in every rate-book or rate-account book in respect of each agricultural hereditament the amount of rates which is irrecoverable solely by reason of the operation of the Act of 1929.

(2) If the amount stated in any such entry or any part of that amount is found to be recoverable, or is found to be irrecoverable otherwise than by reason of the operation of the Act of 1929, the entry shall be amended accordingly.

(3) Any such amendment shall be made in ink of a colour different from that used in making the original entry, and may be made either before or after the rate has been closed.

5. The rating authority shall send to every person who has been, or is, served with a demand note for rates in respect of an agricultural hereditament in respect of the current half-year or any part of the current half-year a notice in the Form B in the Schedule to these Regulations or in a form substantially to the like effect.

SCHEDULE.

FORM A.

Certificate of Assessment Committee.

Agricultural Rates Act, 1929.

Whereas application has been made by.....to the Assessment Committee for the Assessment Area of..... for a Certificate in pursuance of section 1 of the Agricultural Rates Act, 1929, in respect of the hereditament described in the Schedule hereto, and the Committee have duly considered the application and any objections made thereto:

Now therefore the said Committee hereby certify that the said hereditament—

*(*a*) was not an agricultural hereditament within the meaning of the said Act during any part of the period commencing on the first day of April, 1929, and ending on the thirtieth day of September, 1929;

*(*b*) was an agricultural hereditament within the meaning of the said Act during the period commencing on the .....and ending on the.....

Signed.....
Clerk to the Committee.

Date.....

* Strike out paragraph (*a*) or paragraph (*b*).

Schedule.

Assessment Number.	Name of Occupier.	Description of Hereditament.

FORM B.

{ Borough / Urban District / Rural District } of .....

The Council of the above-named { borough / district } being the Rating Authority, hereby notify you that, under the Agricultural Rates Act, 1929, no rates are payable in respect of the half-year commencing on the 1st April and ending on the 30th September 1929, on "agricultural hereditaments," i.e., agricultural land or buildings (not being dwelling-houses).

The Act authorises the withholding of rates on such land or buildings if, and so long as, they are so shown in the draft special lists or special lists made under the Rating and Valuation (Apportionment) Act, 1928.

On { *the demand note §..... sent to you for the current rating period / *the accompanying demand note } the rates demanded include sums in respect of such properties. Excluding those sums, the amount now due from you in respect of the current half-year is £.....

If it should later be determined that any hereditament in respect of which you are hereby notified that you may withhold payment of rates was not in fact an agricultural hereditament during the whole of the above-mentioned half-year, the rates chargeable thereon (or the proper proportion thereof) will become payable, in which event a further notice will be sent to you.

.....1929.

Given under the Official Seal of the Minister of Health this eleventh day of May, in the year One thousand nine hundred and twenty-nine.

(L.S.) *R. B. Cross,*
Assistant Secretary, Ministry of Health.

* As the case may require.
§ Insert any particulars necessary to identify a demand note served prior to the issue of this notice.

Legal Notes and News.

Honours and Appointments.

The King has approved that the honour of Knighthood be conferred on Mr. WILLIAM A. JOWITT, K.C., on his appointment to be Attorney-General, and on Mr. J. B. MELVILLE, K.C., on his appointment to be Solicitor-General. Mr. Jowitt was called by the Middle Temple in 1909, and took silk in 1922. Mr. Melville was called by the Middle Temple in 1906, and took silk in 1927.

Sir HENRY SLESSER, K.C., has been appointed a Lord Justice of Appeal. Sir Henry was called by the Inner Temple in 1906, and took silk in 1924.

The Colonial Office announces the following appointments:—Mr. DONALD KINGDON, K.C. (the Attorney-General) to be Chief Justice of the Supreme Court of Nigeria, in succession to Sir Ralph Combe, who has retired. Mr. Justice Kingdon was called by the Inner Temple in 1905.

Mr. GEORGE CAMPBELL DEANE, Puisne Judge, Straits Settlements, to be Chief Justice of the Supreme Court of the Gold Coast, in succession to Sir Philip C. Smyly, who intends to retire in the autumn. Mr. Justice Deane was called by the Inner Temple in 1898.

The King has been pleased to give directions for the appointment of Captain MAXWELL H. ANDERSON, C.V.E., K.C., Attorney-General, Gibraltar, to be Chief Justice of the Supreme Court of Fiji and Judicial Commissioner of the Western Pacific.

Mr. E. H. TINDAL ATKINSON, C.B.E., has been elected a Master of the Middle Temple. Mr. Atkinson was called in 1902.

The King has been pleased to confirm the appointment of Mr. ALFRED EDMUND WIGAN, to be a Member of the Privy Council of the Island of Jamaica for a further period.

Major C. W. BULL, Solicitor, has been appointed consulting Solicitor to the Chirk Rural District Council. Major Bell—who was admitted in 1878—recently retired from the Clerkship to the Council after thirty-six years' service. He retains the appointment of Clerk to the County Justices at Oswestry.

Mr. HOWARD C. F. N. FILLMORE, Solicitor, Assistant to the Town Clerk of Worcester, has been appointed Deputy Town Clerk of the County Borough of Bury. Mr. Fillmore was admitted in 1927.

Mr. OSWALD PIROW, K.C., has been appointed Minister of Justice of the new South African Government.

Wills and Bequests.

Mr. Mark Whyley, solicitor, of Bedford, Clerk of the Peace of the Borough of Bedford since 1861, left estate of the gross value of £5,006.

Mr. Robert Ballantine Anderson, solicitor, of Glenburn Hall, Jedburgh, senior partner in the firm of R. B. Anderson, Writers to the Signet, left personal estate in Great Britain of the gross value of £23,684.

Mr. Harry Wyles, solicitor, of The Court, Cropwell Butler, Notts, who died on 16th March, left £35,913. He gave £2,000 to the Southwell Diocesan Finance Association for augmenting the benefices of Sneinton St. Stephen and Sneinton St. Alban, Nottingham, and £500 towards the building fund of St. John, at Carrington; £1,000 to the Society of the Sacred Mission, at Kelham; £250 each to the Nottingham General Hospital, the Additional Curates Society, the Universities Mission to Central Africa, the Society for the Propagation of the Gospel, and the Master of the South Notts Hunt, towards the Earth Stoppers Fund; £150 to the Institution for the Blind, Nottingham; £100 each to the English Church Union, the Nottingham Gordon Boys' Home, and Southwell House, Nottingham; and £1,000 to his lady companion-housekeeper, Frances Anna Edith Were.

THE RAPID GROWTH OF BUILDING SOCIETIES.

It is somewhat remarkable that in each year since the war there has been a rapid and uninterrupted growth of building societies. The section of the report of the Chief Registrar of Friendly Societies dealing with building societies for the year 1928* shows the following rate of progress in membership:—

	England.	Wales.	Scotland.	Total.
1914	584,772	15,055	27,413	627,240
1918	585,704	13,265	26,044	625,013
1923	854,862	13,973	26,689	895,524
1924	959,004	15,029	26,955	1,000,988
1925	1,084,190	17,498	27,767	1,129,455
1926	1,210,295	18,020	29,085	1,257,100
1927	1,368,692	17,399	30,365	1,416,456

Nearly 60 per cent. of the total membership is in thirty-five large societies—there are 919 other societies—which together recorded an increase in 1927 of 120,019 members, or 17 per cent. as compared with 7 per cent. in the remaining societies. The total increase of members in 1927 was 159,000, the largest yet recorded. The membership of the London societies increased by 58,039 during the year, and that of the societies in the West Riding of Yorkshire by 52,159.

Advances amounted to £56,000,000; mortgage assets were nearly £198,000,000, and the total assets £223,000,000. The following table shows the receipts and advances in the years covered by the preceding table, but only the total figures for Great Britain are given:—

	Receipts.	Advances.
	£	£
1914	22,891,773	8,761,950
1918	25,974,276	6,970,986
1923	61,574,528	32,015,720
1924	72,582,450	40,584,606
1925	85,677,135	49,822,473
1926	93,400,588	52,150,941
1927	103,616,805	55,886,903

The net increase of receipts in 1927 was £10,200,000, but the Registrar reports that there seem to have been decreases in the realisations of investments and receipts from deposits. There was an increase in share subscriptions of £8,000,000 and in repayments of mortgages of £1,000,000. For the first time in recent years, share subscriptions were the principal source of an increase in total receipts.

WEST RIDING AND LONDON.

As to the advances the Registrar points out that of the £56,000,000 advanced during 1927, £22,000,000, or 40 per cent., was advanced by societies in the West Riding of Yorkshire, and £14,500,000, or 26 per cent., by societies in the London

* H.M. Stationery Office, 3s. net.

area. The figures for the London societies, however, represented a considerable increase, while those for the West Riding societies were substantially the same as in the two preceding years. The returns of some of the large Yorkshire societies are, however, made up to dates early in the year, so the figures for the West Riding may still reflect the industrial disturbance of 1926. Of the total amount advanced, £10,600,000, or nearly four-fifths, was advanced by the thirty-five large societies. The increase of £3,700,000 in advances was rather larger than the increase in 1926, although not so remarkable as the increases in each of the three preceding years. As a result of the new advances the number of properties mortgaged was increased during the year from 436,576 to 495,173. Repayments of advances amounted to nearly £29,500,000, apart from £10,500,000 received as interest. The average repayment of loan and interest per property mortgaged was about £81.

ABUSE OF LEGAL AID.

FALSE DECLARATION.

A case of considerable interest in connexion with the legal aid given by the Warwickshire Law Society to poor persons was heard at the Coventry Police Court recently. It was stated to be the second case of the kind. Clement P. Hancocks, giving an address at 34, St. Peter-street, Coventry, an electrician, was summoned for knowingly and wilfully making a false statement in a statutory declaration.

Mr. S. F. Snape, prosecuting on behalf of the Director of Public Prosecutions, said that defendant made an application to the Secretary of the Poor Persons Committee for the Warwickshire Law Society to be admitted as a poor person for legal aid for divorce proceedings. Subsequently, on 21st March, defendant attended at the secretary's house with the application form, and he (the secretary) duly filled the form in at the dictation of Hancocks. Hancocks was then told that it would be necessary to swear an affidavit before a Justice of the Peace or a Commissioner for Oaths. On 25th March, Hancocks visited the office of Mr. Herbert Johnson, Commissioner for Oaths, and swore that his statement was true, subsequently handing the affidavit to the secretary. In this affidavit defendant affirmed that he had been employed by the Rover Company for five months, at an average weekly wage of £2 10s., and further that the wages he had received during that time amounted to £60. The secretary made inquiries, and then found that for a period of twenty-four weeks, beginning on 8th October, 1928, and ending on 25th March of this year, Hancocks had earned a total of £91 10s. 10d., or an average of £3 16s. 4d. per week. The Poor Persons Rules under which the application was made provided that only persons obtaining a certificate from the Poor Persons Committee could be admitted to the Poor Persons procedure. This certificate was granted only in cases where the wages did not exceed £2 per week or, in special circumstances, £4 per week. Evidence having been given in support of Mr. Snape's statement by Mr. Herbert Johnson (the Commissioner) the Secretary of the Poor Persons Committee for the Warwickshire Law Society, and the wages clerk to the Rover Company, Hancocks pleaded not guilty. The bench found the charge proved and ordered Hancocks to pay a fine of £5. The Chairman said that if any more cases of that kind came before the Court, they would be severely dealt with.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'd'y, June 24	Mr. Ritchie	Mr. Hicks Beach	Mr. Hicks Beach	Mr. Andrews
Tuesday .. 25	Andrews	Blaker	*Andrews	*More
Wednesday 26	Jolly	More	More	*Hicks Beach
Thursday.. 27	Hicks Beach	Ritchie	*Hicks Beach	*Andrews
Friday .. 28	Blaker	Andrews	Andrews	*More
Saturday .. 29	More	Jolly	More	Hicks Beach

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'd'y, June 24	Mr. More	Mr. *Ritchie	Mr. Jolly	Mr. Blaker
Tuesday .. 25	Hicks Beach	Blaker	Ritchie	*Jolly
Wednesday 26	Andrews	*Jolly	Blaker	*Ritchie
Thursday.. 27	More	Ritchie	Jolly	*Blaker
Friday .. 28	Hicks Beach	*Blaker	Ritchie	Jolly
Saturday .. 29	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 27th June, 1929.

	MIDDLE PRICE 19th June	INTEREST YIELD.		YIELD WITH REDEMPTION.	
English Government Securities.		£ s.	d.	£ s.	d.
Consols 4% 1957 or after	85½	4 13	7	—	
Consols 2½%	54½	4 11	9	—	
War Loan 5% 1929-47	101	4 19	0	—	
War Loan 4½% 1925-45	95½	4 14	3	4 17	6
War Loan 4% (Tax free) 1922-42 ..	100¼	4 0	0	4 0	0
Funding 4% Loan 1960-1990	87	4 12	0	4 12	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	92	4 7	0	4 8	0
Conversion 4½% Loan 1940-44.. ..	95½	4 14	3	4 17	0
Conversion 3½% Loan 1961	76¾	4 11	2	—	
Local Loans 3% Stock 1912 or after ..	62½	4 16	0	—	
Bank Stock	249	4 16	5	—	
India 4½% 1950-55	87½	5 2	10	5 7	6
India 3½%	66	5 6	1	—	
India 3%	56	5 7	2	—	
Sudan 4½% 1939-73	94	4 15	9	4 16	6
Sudan 4% 1974	85	4 14	0	4 16	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13	2	4 4	0
Colonial Securities.					
Canada 3% 1938	85	3 10	7	4 19	0
Cape of Good Hope 4% 1916-36 ..	94	4 5	0	5 0	0
Cape of Good Hope 3½% 1929-49 ..	80	4 7	6	5 2	0
Commonwealth of Australia 5% 1945-75	96	5 4	2	5 4	6
Gold Coast 4½% 1956	95	4 14	9	4 14	0
Jamaica 4½% 1941-71	94	4 15	6	4 16	6
Natal 4% 1937	92	4 7	0	5 5	0
New South Wales 4½% 1935-45 ..	90	5 0	0	5 5	0
New South Wales 5% 1945-65 ..	97	5 3	0	5 3	6
New Zealand 4½% 1945	96	4 13	9	4 17	6
New Zealand 5% 1946	102	4 18	0	4 12	0
Queensland 5% 1940-60	97	5 3	0	5 4	0
South Africa 5% 1945-75	101	4 19	0	4 17	0
South Australia 5% 1945-75	97	5 3	1	5 1	0
Tasmania 5% 1945-75	99	5 1	0	5 1	0
Victoria 5% 1945-75	97	5 3	1	5 1	0
West Australia 5% 1945-75	99	5 1	0	5 1	0
Corporation Stocks.					
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15	3	—	
Birmingham 5% 1946-56	103	4 17	1	4 16	0
Cardiff 5% 1945-65	101	4 19	0	4 19	0
Croydon 3% 1940-60	70	4 5	6	4 18	6
Hull 3½% 1925-55	78	4 9	9	5 0	0
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	73	4 15	11	—	
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14	0	—	
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15	0	—	
Manchester 3% on or after 1941 ..	64	4 13	9	—	
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15	0	—	
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13	6	—	
Middlesex C. C. 3½% 1927-47	83	4 4	6	4 18	6
Newcastle 3½% Irredeemable	74	4 15	0	—	
Nottingham 3% Irredeemable	63	4 15	3	—	
Stockton 5% 1946-66	102	4 18	0	4 18	0
Wolverhampton 5% 1946-56	102	4 18	0	4 17	0
English Railway Prior Charges.					
Gt. Western Rly. 4% Debenture ..	80	5 0	0	—	
Gt. Western Rly. 5% Rent Charge ..	98	5 2	0	—	
Gt. Western Rly. 5% Preference ..	91½	5 9	3	—	
L. & N. E. Rly. 4% Debenture ..	75	5 6	8	—	
L. & N. E. Rly. 4% 1st Guaranteed ..	71	5 12	8	—	
L. & N. E. Rly 4% 1st Preference ..	65½	6 2	2	—	
L. Mid. & Scot. Rly. 4% Debenture ..	77½	5 3	3	—	
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5	3	—	
L. Mid. & Scot Rly. 4% Preference ..	68	5 17	8	—	
Southern Railway 4% Debenture ..	78½	5 1	11	—	
Southern Railway 5% Guaranteed ..	97	5 3	0	—	
Southern Railway 5% Preference ..	87½	5 14	3	—	

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